

EXHIBIT B
OPERATING PLAN
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1) INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the “Concessioner”) and Yellowstone National Park (hereinafter referred to as the “Area”), and the National Park Service (herein referred to as the Service) will serve as a supplement to the Concession Contract CC-YELL004-07 (herein referred to as the “Contract”). It describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within the Area that are assigned to the Concessioner for the purposes authorized by the Contract

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent of Yellowstone National Park in consultation with the Concessioner and revised as determined necessary by the Superintendent. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purpose of the Contract.

2) MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES

A) National Park Service

The Superintendent of the Area is the Park Manager with responsibility for Area operations including concessions management. The Superintendent carries out the policies and directives of the Service, including concession contract management. The Chief, Business Management Division of the Area (hereinafter referred to as the Chief) is the liaison between the Concessioner and all other Service divisions. The Chief has line authority from the Superintendent to make field decisions pertaining to the Concessioner’s operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, including the Chief, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. These include:

- (1) Evaluation of Concessioner services and facilities;
- (2) Review and approval of rates charged for commercial services;
- (3) Review and approval of construction and all improvements to facilities, and;
- (4) Delivery of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

All services, rates, operating hours, seasons, facility improvements, repair and maintenance, and new construction will be reviewed by the Business Management Office and approved by the Chief.

B) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will have an on-site general manager who:

- (1) Has the authority and managerial experience to operate the Concessions Facilities and required and authorized services within the Area.

- (2) Will employ a staff with expertise and training to operate all services required and authorized under the Contract;
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area;
- (4) Has the responsibility for implementing the policies and directives of the Service.

In the absence of the general manager, the Concessioner will designate an acting general manager.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Concessioner Services:

- (1) Service Stations - Service stations will be operated in a manner consistent with industry standards.
- (2) Towing or service trucks will be available as approved by the Service.
- (3) Repair Services will be provided as approved. Minor repairs will include, but not necessarily be limited to:
 - a. Tire and wheel service
 - b. Brake Service
 - c. Electrical system diagnosis
- (4) Liquid Propane (LP Gas) will be provided at the following locations:
 - Canyon Village
 - Fishing Bridge
 - Grant Village
- (5) Vending, Ice, Limited Convenience Store Items and Minor Vehicle Retail Items
 - The concessioner is authorized to sell ice, vended products and limited convenience store items as approved annually by the Service
 - The concessioner is also authorized to sell retail items typically found in service stations such as maps, wiper blades, oil, anti-freeze, brake fluid, transmission fluid, washer fluid, etc.
- (6) The Concessioner will not offer cigarette vending machines, nor sell alcohol or tobacco products.

B) Schedule of Operation

- (1) *Obligation.* The Concessioner will provide the required services for Area visitors on a seasonal basis. The Service approves operating seasons for all facilities and services annually. The Concessioner will annually submit a written schedule of proposed opening and closing dates and operating hours for all concession operations at least ninety days prior to the operating season for the Superintendent's approval. Weather and visitation may cause specific dates of operating seasons to fluctuate. These changes, however, will be agreed upon and approved by the Superintendent prior to implementation. All services will be open with regular hours of operation during any holidays within the operating season; and will be adequate to ensure that visitors are able to obtain, at a minimum, fuel services while Area roads are open to the public. Personnel must be available for after-hours callout for emergency fuel. Most of the interior roads are closed to vehicles first Sunday in November until Winter operations start up in mid-December, at which time transportation is limited to over-snow vehicles. The roads open up to limited travel on the third Saturday in April and all roads are open to vehicle travel in May.
- (2) Operating dates may fluctuate with weather and road conditions; however, services will generally be provided as follows:

Summer Operations

<u>Location</u>	<u>Service</u>	<u>Operating Dates</u>
Mammoth Station	Fuel	May through early October
Tower Station	Fuel	June through early September
Canyon Station	Fuel/Towing	May through early November
Canyon Station	Repairs/LP Gas	Late May through early September
Fishing Bridge Station	Fuel	Early May through mid-September
Fishing Bridge Station	LP Gas	Early May through September
Fishing Bridge Station	Repairs/Towing	Late May through early September
Grant Village Station	Fuel/LP Gas	Mid-May through September
Grant Village Station	Towing	Late May through late September
Grant Village Station	Repairs	Late May through early September
Old Faithful Upper	Fuel	Late May through late August
Old Faithful Lower	Fuel/Towing	Mid-April through early November
Old Faithful Lower	Repairs	Late May through early September

C) Rate Determination and Approval Process

- (1) *Rate Determination.* It is the objective of the Area to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged based upon current concession management guidelines. Rate approval

methods are subject to change. The currently approved rate method is comparability for all services and facilities except for convenience store items will be approved based on Service-provided markup percentages.

(2) *Request Submittal for Rate Determination and Approval Process.* All requests will be submitted in writing, at least 60 days prior to anticipated implementation dates, brochure publication dates and customer notification. Rate requests require support by established criteria and comparable data. The information to be included in the request is outlined in current concession management guidelines. The Service will evaluate rates once per year unless there are extenuating circumstances that require rates to be evaluated more frequently. Otherwise, the Service will consider an alternative rate setting methodology to reflect substantial changes in service quality, expenditures, or required investment.

(3) *Rate Approval*

(a) *Approval Timing.* The Service will approve, disapprove or adjust rates and will inform the Concessioner within 45 days of the rate request submittal.

(b) *Approved Rate Posting.* The Concessioner will make available to visitors all rates for goods and services.

(c) *Approved rates will remain in effect until superseded by written changes approved by the Superintendent.*

(4) *Rate Compliance.* The Business Management Division will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information in accordance with current concessions rate reviews. Rate compliance will be checked during periodic operation evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent.

D) Purchasing

The Concessioner will purchase environmentally friendly products whenever available and feasible.

E) Evaluations

The Concessioner will ensure public health and safety, and provide satisfactory services for the Area visitor within the assigned areas of responsibility. The operation of facilities, and services required and authorized by the Contract will conform to the evaluation standards set forth in the current concession management guidelines. The evaluation of facilities and services is a component of the Concessioner's annual overall rating.

The Service and/or its representatives and the Concessioner will separately inspect and monitor Concession Facilities and services with respect to:

- National Park Service policy
- applicable standards

- authorized rates
- risk management
- public health
- compliance with the Environmental Management Program (EMP)
- implementation of sustainable solutions where applicable and feasible
- impacts on cultural and natural resources
- conformance to the maintenance program
- correction of operating deficiencies
- responsiveness to visitor comments

The Concessioner will meet with the Service to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner must correct deficiencies and prepare abatement plans within dates assigned by the Service.

(1) Periodic Evaluations. The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and activities to ensure conformance to applicable standards. Location managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the Area evaluator. The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.

(2) Health and Safety Inspections

(a) Concessioner Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities, including employee housing, in accordance with its documented Risk Management Program. The Concessioner has the responsibility for both health and safety inspections in employee housing areas. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.

(b) Service Safety Inspections. The Service may periodically conduct a comprehensive safety and occupational health evaluation of all operations and facilities in addition to the review of the Concessioner's Risk Management Program. Safety will also be a component of regular periodic evaluations.

(c) Public Health Inspections. A U.S. Public Health Service officer will conduct announced and unannounced periodic evaluations.

(3) Fire Inspections

(a) Service Responsibilities. The Service will conduct fire safety inspections at its discretion over the course of the contract term. Location managers will be

contacted at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.

- (b) **Concessioner Responsibilities.** The Concessioner will have a qualified professional perform interior and exterior fire inspections of all concession buildings within 30 days of initial occupancy and on an annual basis thereafter. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and available to the Service upon request. The Concessioner will conduct routine fire drills of buildings as required by its Risk Management Program. Inspections will be performed in accordance with Director's Order 50B and Director's Order 58 (and successor orders), which can be found in the Appendix to this Prospectus.
- (4) **Visitor Comments.** The Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing, and overall Area experience. It will be the responsibility of the Concessioner to ensure that an adequate inventory of comment cards is available at appropriate locations within its facilities at all times.
 - (a) The Concessioner will investigate and respond to all visitor complaints regarding its services. The Concessioner will promptly provide to the Service visitor comments that allege misconduct by concession or Service employees, pertain to the safety of visitors or other Service employees, or concern the safety of Area resources.
 - (b) The Concessioner will forward to the Superintendent, at the middle and end of the season, a summary of all comments and/or complaints received on comment cards or any other form of documentation. Individual comments must be provided upon request.
 - (c) The Service will forward to the Concessioner any comments and/or complaints received regarding the Concession Facilities or services. The Concessioner will investigate and make an initial response to any complaints within 48 hours. The Concessioner will provide a copy of responses to the Superintendent, and a copy of any Service responses will be forwarded to the Concessioner..
- (5) **Environmental Audit.** The Service's Environmental Audit Program evaluates Concessioner facilities and operations with respect to environmental compliance conformance with the Concessioner's Environmental Management Program, and Best Management Practices Criteria contained within the current Service environmental audit program operating guidelines. The Service may conduct periodic environmental audits and evaluations. The Concessioner will provide full access to manage, facilities, documentation, and other resources necessary to conduct the audits.

F) General Policies

- (1) *Facilities Use*. The Concessioner may not use Concession Facilities for activities or services that do not directly and exclusively support the visitor services required and authorized by the Contract without written permission from the Service.
 - (a) *Quiet Hours*. Quiet hours will be enforced between the hours of 10 p.m. and 6 a.m. within the Concessioner employee housing areas.
 - (b) *Smoking Policy*. Concession Facilities must comply with current Service and Superintendent guidelines. Smoking is prohibited in all concession public areas and any other area within Concession buildings so designated by “No Smoking” signs.
- (2) *Compliance with Americans with Disabilities Act (ADA)*. Repairs, replacement, and renovation projects will meet ADA Accessibility Guidelines (ADAAG). (Information related to ADAAG can be found at <http://www.access-board.gov/adaag/html/adaag.htm>)
- (3) *Credit Cards*. The Concessioner will honor government-issued credit cards and, at a minimum, MasterCard and Visa. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.

G) Human Resources Management

- (1) *Employee Housing, Food and Recreation Programs*
 - (a) The Concessioner will provide housing, food, and recreation programs for its employees. The Concessioner will provide adequate cooking and food storage facilities where appropriate. Food storage facilities will be vermin-proof. Preventative measures will be in place for Hantavirus.
 - (b) Employee rooms will be adequately furnished to serve the number of occupants. The Concessioner will ensure that occupancy levels are not exceeded.
 - (c) Employees residing in the Concessioner's employee housing area will be informed of Service regulations and policies, including but not limited to residency within the Area, through employee orientation, newsletters, and official advisories and notices provided by the Concessioner or the Service.
 - (d) The content of the employee housing lease agreement and the employee housing rules and regulations are subject to the review and approval of the Superintendent. The employee housing agreement will specify housing and meal rates for employees, deposit and refund policies, and assignment policies. The room and board account will be managed on a cost-recovery basis, and not as a profit center. The Concessioner will ensure that room and board charges do not exceed earnings as a result of mandatory work reductions. Room and board charges will be approved annually by the Service.

- (e) The Concessioner must provide in-park health coverage and access to medical care for its fulltime and seasonal employees. The Concessioner may fulfill this responsibility by the use of the park's medical concessioner.
- (2) *Employee Identification and Appearance.* At a minimum, the Concessioner will issue all employees an employee photo identification card that includes their name and an expiration date. These identification cards will be collected by the Concessioner upon termination of employment or at the end of the season for seasonal employees. The Concessioner will ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with a nametag. Employees will be neat and clean in appearance and will project a positive, friendly, helpful attitude and be capable of and willing to answer visitors' questions and provide visitor assistance.
- (3) *Park Entrance Passes*
 - (a) The Concessioner will inform its employees to obtain entrance passes for permanent and seasonal employees at the Visitor Services Office or appropriate Visitor Education Center.
 - (b) All Park passes remain the property of the U.S. Government and will be surrendered upon termination of employment.
- (4) *Employee Hiring Procedures*
 - (a) General Manager. The Concessioner will employ a local general manager who is responsible for the successful implementation of the Contract. The general manager should have an extensive background as a general manager of a multi-location service station operation.
 - (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. All applicable requirements of the U.S. Department of Labor will be met. Full-time work will be offered whenever possible. Prior to employment, employees will be informed if less than full-time employment may occur during slow periods.
 - (c) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible, a drug-free workplace environment. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. All employees who either are in safety sensitive positions (e.g. commercial drivers license holders) or in positions where a federal or state law so requires, must participate in a drug-testing program. Should illegal drug use occur, the use and subsequent action taken must be promptly reported by the Concessioner to the Chief Ranger's Office or to a Service Law Enforcement Investigator.
 - (d) Background Checks. The Concessioner will ensure that comprehensive background checks are performed on all employee hires to include: wants/warrants check; two-county criminal history check; federal criminal records check; national multi-jurisdictional database and sexual offender search; social security number trace; and driving history check. No employee will be hired if

they show any active wants or warrants (current fugitive from justice). When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner will immediately notify the Chief Ranger's Office.

- (e) Driver Requirements. Drivers of delivery trucks or passenger carrying vehicles will have a valid state operator's license for the size and class of vehicle being driven. They also must comply with any additional Wyoming requirements for the type of vehicle driven or number of passengers carried.
- (f) Park Employees. The Concessioner will not employ the spouse or dependents of the Superintendent, Deputy Superintendent, Business Management Division staff, or Public Health Sanitarian. The Concessioner will not employ in any status any other Service employee, his/her spouse, or minor children without the consent of the Superintendent or designee.

(5) Training

- (a) Safety. The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.
- (b) Job Training and Orientation. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Area regulations and requirements that affect their employment and activities while working and residing in the Area.
- (c) Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the current edition of the U. S. Public Health Service Food Code.
- (d) Environmental Training. The Concessioner will provide environmental training to all employees according to requirements in its Environmental Management Program.
- (e) Visitor Information Training. The Concessioner will provide visitor information training for all employees who interact with visitors.
- (f) The Concessioner will cooperate with the Service in providing park orientation sessions for its seasonal employees. Programs will include information on Service regulations, policies and Area resources, as well as the Concessioner's expectations, Area standards and safety

4) CONCESSIONER ADMINISTRATIVE REQUIREMENT

A) Risk Management Program

A Risk Management Plan will be developed and maintained by the Concessioner to implement an appropriate safety program. The Concessioner will develop and submit an initial plan to the Area within 60 days of the effective date of this Contract. The Concessioner will submit the plan for review and approval by the Service annually. The program will include, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures

B) Fire Protection

The structural fire department responds to various emergencies and/or disasters. "Emergency or Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or artificial cause, including tornadoes, windstorms, snowstorms, wind-driven water, high water, floods, wave action, earthquakes, landslides, mudslides, volcanic action, fires, explosions, air or water contamination requiring emergency action to avert danger or damage, blight, droughts, infestations, riots, sabotage, hostile military or paramilitary action, disruption of state services, accidents involving radiation byproducts or other hazardous materials, bioterrorism, or incidents involving weapons of mass destruction.

The Service and the Concessioner will provide fire protection jointly, with primary responsibility lying with the Service.

- (1) Concessioner
 - (a) Concessioner will designate an individual as the primary contact as liaison between the Concessioner and the Service.
 - (b) Fire prevention, protection and suppression will be primary considerations at all facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural or natural resources.
 - (c) The Concessioner is responsible for the operations and maintenance of fire detection and appropriate suppression equipment in accordance with applicable National Fire Protection Association standards (<http://www.nfpa.org>) and NPS policies and guidelines, including but not limited to DO 50 and DO 58.
 - (d) There are two response levels in the Area. One is an Offensive Response. At this level, the fire fighter has been trained and is capable of entering an Immediately

Dangerous to Life or Health (IDLH) atmosphere to perform rescue and fire suppression. The Offensive Fire Fighter is required to have a National Fire Protection Association (NFPA) Fire Fighter I, Fire Fighter II, and a Driver/Operator certificate. The fire fighter is required to be a Hazardous Materials Operations level trained. A CPR card for Emergency Responders is required prior to attending Fire Fighter I and is expected to be kept valid at all times. The second level is a Defensive Response. At this level, the fire fighter has been trained and is capable of suppressing the fire from outside the IDLH atmosphere. The Defensive Fire Fighter is required to have a Yellowstone National Park Defensive Fire Fighter and a NFPA Driver/Operator certificate.

The Concessioner will provide one person trained in structural fire at Old Faithful, Grant Village, Fishing Bridge, and Canyon. These positions will be available during the Concessioner's operating season. The duties may be delegated to several individuals throughout the coverage period. This may be a collateral duty. Staff at Old Faithful, Canyon, Fishing Bridge and Grant Village will be trained at a minimum in defensive fire protection and driver/operator in accordance with NFPA. Should these areas move toward an offensive protection mode the Concessioner will provide employees trained at the level appropriate to respond. They will be members of the National Park Service, Yellowstone National Park Structural Fire Department. This will require them to attend scheduled training sessions. As members of the Structural Fire Department, the employees will respond in accordance with policies established by the Service's Fire Chief. An employee on duty when an alarm goes off in their building will not respond independently, but will, if on call, respond to the Fire Station and follow the direction of the Service. Employees on call may be required to respond to requests from other locations.

- (e) One trained volunteer firefighter is expected to be available all times. When an employee is at their assigned duty station, and a request for firefighter assistance is made, the employee providing critical visitor services would not be expected to respond on the first page. In the event that an emergency requires additional trained staff and a second page is initiated, the firefighter is expected to respond from their primary job. Response to major events could result in multiple requests for firefighters including response from other locations. This could be for the trained fire fighters that are not designated to respond on the first page. Coordination and cooperation between employees, supervisors and location managers is critical prior to any emergency responses or required training. Off duty employees shall inform one of their Fire Company Officer's that they will be in the area and of their availability for responses. If this changes, they should advise their Company Officer. The Concessioner's Risk Management Director will provide the Service with an annual list of critical visitor service positions. The Service will provide annually no later than June 1 a list of fire officers.

- (f) Prior to attending any fire fighter training, the individual will receive an NFPA 1582 Occupational Physical to ensure they are capable of attending the training. The initial physical will be scheduled and paid for by the concessioner. The Service will schedule and pay for the annual physicals. The Mammoth Clinic can provide the NFPA 1582 physical as well as any needed vaccinations. Documentation stating an employee has passed the NFPA 1582 physical will be signed by the physician and forwarded to the Service's Fire Chief prior to the first day of training. Prior to the first day of training, the candidate fire fighter will go to the Mammoth Fire Cache to be fitted and issued PPE. The SCBA facepiece is fit tested to ensure the proper size is being issued. When an individual is hired by the concessioner that already holds NFPA Fire Fighter 1, Fire Fighter 2, and Driver/Operator they are still required to pass an NFPA 1582 physical prior to reporting for duty. Both the NFPA and OSHA state that when wearing the Self-Contained Breathing Apparatus (SCBA) facepiece that there will be no facial hair between the skin of the face and the seal of the mask. It is expected that the fire fighter is always prepared to wear an SCBA facepiece.
 - (g) A firefighter is expected to attend a minimum of 60% of the scheduled trainings. The Structural Fire Coordinator will post dates and time of the weekly training. While attending any structural fire training, the firefighter will not receive any compensation from the Area's Structural Fire Department. The Concessioner is responsible for compensating the individuals attending fire training.
 - (h) The Concessioner will be required to submit a Fire Protection Plan to the Business Management Office for review and approval.
 - (i) The Concessioner will employ a "no tolerance" policy toward employees found to have tampered with smoke or fire detectors. Such employees will be immediately terminated.
- (2) National Park Service
- (a) The Service provides emergency response fire protection services to the Concessioner.
 - (b) The Service Fire Chief may provide firefighter I and II and driver/operator training. If the Concessioner participates in Service provided training, the Concessioner will pay an agreed tuition to participate in the course(s).
 - (c) Concession employees responding to a requested call, but are not on duty, will be compensated by the Service.

Non-NPS employees will be paid for responses utilizing the Administrative Determined Pay Plan for Emergency Workers (known as AD casuals). When a firefighter acknowledges a request for an emergency response, they will stop being paid by the primary employer and start being paid by the Yellowstone National Park Fire Department. When they have left their primary job to respond, the payment will only be for the actual time of the emergency. When a firefighter

responds after duty hours, they will receive a minimum of two hours of AD pay. If the emergency exceeds two hours, the pay is then actual time. The following is the pay scale that will be utilized.

Training Certificates	AD Scale	Hourly Wage
Defensive FF or Firefighter 1	A	\$10.68
Defensive FF & Driver/Operator or Firefighter 1 & 2	B	\$11.72
Firefighter 1 & 2 and Driver/Operator	C	\$13.00
Firefighter 1 & 2, Driver/Operator, and Fire Officer	D	\$14.40

Each firefighter is responsible for filling out the appropriate paperwork with their NPS Structural Fire Coordinator. A W-4, I-9, State Tax Form, and OF 288 – Emergency Firefighter Time report are required initially. An OF 288 needs to be submitted every other week. The paperwork will then be sent to the NPS Structural Fire Department’s Administrative Assistant. The Service Fire Chief will approve the hours and the paperwork will then be forwarded to the Area’s Finance Department. All Non-NPS employees will fill out Volunteer-In-Park (VIP) paperwork. All VIP hours will be tracked on an OF 288 Time Report.

While on AD pay or VIP status for Yellowstone National Park Fire Department, the fire fighter is working for the NPS Structural Fire Chief and staff. Any expenses for injury while on AD pay or VIP status for Yellowstone National Park Fire Department will be the responsibility of the National Park Service.

(3) Essential Job Task for Structural Fire Fighters

- a) Performing fire fighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry, etc.), rescue operations, and other emergency response actions under stressful conditions while wearing PPE and SCBA, including working in extremely hot or cold environments for prolonged time periods.
- b) Wearing and Self-Contained Breathing Apparatus (SCBA), which includes a demand valve-type positive pressure face piece or HEPA filter masks, which requires the ability to tolerate increased respiratory workloads.
- c) Exposure to toxic fumes, irritants, particulates, biological (infectious) and nonbiological hazards, and/or heated gases, despite the use of PPE including SCBA.

- d) Depending on the local jurisdiction, climbing 6 or more flights of stairs while wearing fire protective ensemble weighing at least 50 pounds or more carrying equipment/tools weighing and additional 20 to 40 pounds.
- e) Wearing fire protective ensemble that is encapsulated and insulated. Wearing this clothing will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2°F.
- f) Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 pounds to safety despite hazardous conditions and low visibility.
- g) Advancing water-filled hose lines up to 3 inches in diameter from fire apparatus to occupancy (approximately 200 feet); can involve negotiating multiple flights of stairs, ladders, and other obstacles.
- h) Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards
- i) Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration.
- j) Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
- k) Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments (including hot, dark, tightly enclosed spaces), further aggravated by fatigue, flashing lights, sirens, and other distractions.
- l) Ability to communicate (give and comprehend verbal orders) while wearing PPE and SCBA under conditions of high background noise, poor visibility, and drenching from hose lines and/or fixed protection systems (sprinklers).
- m) Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members

C) Hazardous Waste Program

- (1) The Concessioner will develop and submit a Hazardous Materials Plan for approval of the Service within 60 days of execution of this Contract, that will be incorporated into the Risk Management Plan.
- (2) The Concessioner will promptly and properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or non-hazardous chemical and biological products released from fleet and public service vehicles and/or stationary sources within the land assignment in

accordance with all Applicable Laws. The Concessioner will also be responsible for any hazardous material released from their vehicles outside the land assignment. Response shall be consistent with guidelines established within applicable Federal, State, and local regulations, and as outlined within the Concessioner's Hazardous Materials Plan. When a spill, leak, or other release occurs, the Concessioner shall notify the Business Management Office and the Communication Center as soon as possible.

D) Lost and Found Policy

- (1) Procedures for the handling of lost and found property must conform to DO 44 and 41 CFR 101-48. Information relating to these documents can be found at <http://data2.itc.nps.gov/npspolicy/DOrders.cfm> and <http://www.gporaccess.gov/cfr/index.html>.
- (2) The Concessioner's lost and found procedures and operation are subject to audit by the Service.

E) Towing and Abandoned/Impounded Vehicles

The Concessioner will, at the request of the Service, tow, store and recoup costs for abandoned or impounded vehicles. The determination of abandonment will be made by the Service with input from the Concessioner. Once a vehicle has been determined to be abandoned, the Concessioner will tow and store/dispose of the abandoned vehicle. The location for the storage of such vehicles will be negotiated with the Concessioner upon execution of the Contract.

The Concessioner will maintain security features at designated vehicle impoundment facilities. The Concessioner will be required to maintain the control of the vehicles and will document the release of the vehicle. Impounded vehicles will be stored until released by the Service. The Concessioner, not the Service, will have the responsibility to recoup any charges or claims against stored or abandoned vehicles.

F) Marketing

All promotional and printed material generated by the Concessioner will be submitted to the Service for approval prior to distribution to the public. Out of Area advertising, including the Internet, radio advertisements, billboards, magazines, etc., must be approved by the Service. All interpretive material and Area information will be kept current and accurate by the Concessioner.

G) Property Control

The Concessioner will manage the acquisition, disposition and inventory of new and assigned government-owned property. Actions relating to property must follow the Service's Property Management Guidelines.

- (1) The Concessioner must provide acquisition information and periodic reports to the Service.
- (2) The Concessioner will maintain a computer inventory of Service-assigned Personal Property.
- (3) The Concessioner will provide annual inventories of government property to the Business Management Office.

H) Employee Cooperative Recreation Program

The Concessioner will participate in the Yellowstone Cooperative Recreation Program. This program is supported by each of the Area's concessioners and the Service. The Program provides recreation for employees, including field trips, dances, sports activities, movies, video rentals, etc. The Program is available to all Concessioner and Service employees:

- (1) Each organization participating in the program will designate one representative to serve as a member of the Program Committee.
- (2) The Program is funded by contributions from the participating members. Actual Program costs, including equipment, are pro-rated based on the number of employees. Service participation is computed by pro-rating the number of Service employees participating in the program to establish an annual value for projects and services based on the availability of funds and maintenance priorities.

5) UTILITY RESPONSIBILITY

A) Concessioner

- (1) The Concessioner is responsible for contracting with independent suppliers to provide utility services not provided by the Park. The Concessioner is responsible for the direct payment to these suppliers.
- (2) The Concessioner must promptly pay for electricity, fuel, refuse collection, sewage disposal, water, or any other utility or service, whether provided by a governmental authority, public, or community service company.
- (3) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.

B) National Park Service

- (1) The Service will provide water, sewage, and solid waste disposal services to the Concession Facilities. The Service will charge the Concessioner on a monthly basis for these services in accordance with current regulations and policies.
- (2) The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing by March 1 of each year of the rates for the upcoming year effective May 1. Rates will be established in accordance with current Service guidelines.

6) PUBLIC RELATIONS

A) Public Statements

The Concessioner will forward all media inquiries concerning operations within the Area to the Service's Public Affairs Office.

B) Advertisements and Promotional Material

All advertisement and promotional materials must be approved by the Service.

7) VOLUNTEERS IN PARK (VIP) PROGRAM

The Concessioner will allow its employees whenever possible to participate in the Service's Volunteers in Parks (VIP) program. More information on the Service VIP program can be found at www.nps.gov/volunteer.

8) SERVICE STATION OPERATIONS

- A) Restrooms.** Restrooms will provide hand cleaning apparatus, and will be thoroughly cleaned at least once per day.
- B) Deliveries.** Delivery trucks and delivery times at all Concession Facilities should not interfere with business operations.

9) REPORTING REQUIREMENTS

A) Area Reports

- (1) **Utility Costs.** The Area staff will annually review the operating costs for utility systems and services and notify the Concessioner in writing of the rates for the upcoming year 60 days in advance of implementation.
- (2) **Annual Performance Evaluation.** The Concessioner will receive an annual performance evaluation by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and safety components.

B) Concessioner Operational Reports

The Service will be allowed to inspect supporting documentation for all operational reports upon request.

(1) General

- (a) Management Listing. The local general manager will provide the Business Management Division with a list identifying key concession management and supervisory personnel by department with job titles, office and emergency phone numbers by May 1 of each year.
- (b) Incident Reports. The Concessioner will immediately report the following to the Communication Center (307-344-2640):
 - 1. Employee or visitor fatality
 - 2. Employee or visitor injuries requiring more than minor first aid treatment
 - 3. Personal and real property damage estimated to be more than \$500
 - 4. Fires (wildland and structural)
 - 5. Incidents or suspected violations of the law
 - 6. Any motor vehicle accident resulting in property damage, personal injury or death.

The Concessioner must include a summary of all incidents occurring during the month in its monthly operational performance report.

(2) Monthly Operational Performance Report

(a) Financial and Operational Statistics

- The Concessioner will provide operational statistics and financial information for each revenue-producing outlet. The statistics and information provided will be in a format agreeable to the Service.

- (b) Visitor Comments. The Concessioner will provide tabulated summaries of all visitor comments to the Area, including a year-to-date tabulation.

C) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR) required in the Contract, the following financial reports will also be required.

- (1) Annual Budget. A budget including detailed utilization and revenue and expense projections, due by a date determined by the Service upon award of the Contract.
- (2) Financial Forecast. A mid-season financial forecast for each business activity compared to annual budget.
- (3) Annual Profit and Loss Reports. An annual Profit and Loss statement based on currently acceptable accounting practices. It will have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The

Superintendent will agree upon the report format within 90 days of award of the Contract. This report will be due 120 days after the end of each fiscal year.